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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

THOMAS E. PEREZ, Secretary of Labor, U.S.
Department of Labor,

Plaintiff,

v.

SENVOY, LLC; DRIVER RESOURCES,
LLC; ZOAN MANAGEMENT, INC.; and
GERALD E. BRAZIE, JR.,

Defendants.

Case No. 3:16-cv-2293

**COMPLAINT FOR INJUNCTIVE
RELIEF AND TO RECOVER
AMOUNTS DUE UNDER THE
FAIR LABOR STANDARDS ACT
(29 U.S.C. §§ 201, *et seq.*)**

INTRODUCTION

Plaintiff Thomas E. Perez, the Secretary of Labor for the United States Department of Labor, brings this action to secure unpaid wages and damages for Defendants' drivers, who work long hours making deliveries in Washington, Oregon, and Idaho. Although these workers are essential to Defendants' business operations and are not in business for themselves, Defendants treat them as "independent contractors" who are not entitled to the wages and protections the Fair Labor Standards Act ("FLSA") guarantees. Through this misclassification, Defendants shift their costs as employers onto these workers, resulting in their employees improperly bearing the burden of Defendants' share of Social Security and Medicare contributions, workers' compensation insurance, and other payroll taxes and costs that an employer is required to pay under the law. Defendants' actions harm not only their own employees but also law-abiding employers who face unfair competition in the marketplace by Defendants' unlawful activity. The Secretary thus brings this case to rectify Defendants' actions with respect to their employees, competitors, and the significant public interests at stake.

PARTIES

1. Plaintiff Thomas E. Perez is the Secretary of Labor for the United States Department of Labor.
2. Defendant Senvoy, LLC, is an Oregon limited liability company that was first registered in 1999. It has a principal place of business in Portland, Oregon, placing it within the jurisdiction of the Court. Senvoy is a courier delivery service that was created and is owned by Defendant Gerald E. Brazie, Jr.
3. Defendant Driver Resources, LLC, is an Oregon limited liability company that was first registered in 2010. It has a principal place of business in Portland, Oregon, placing it within the jurisdiction of the Court. Driver Resources is a purported staffing company that was

created and is owned by Defendant Gerald E. Brazie, Jr. to supply workers to drive for Senvoy and make Senvoy's deliveries.

4. Defendant ZoAn Management, Inc., is an Oregon corporation that was incorporated in 2008. It has a principal place of business in Portland, Oregon, placing it within the jurisdiction of the Court. ZoAn, created and owned by Defendant Gerald E. Brazie, Jr., provides administrative services for Senvoy and Driver Resources, such as processing payrolls, providing human resources support and maintaining records.

5. Defendant Gerald E. Brazie, Jr., owns and controls Defendants Senvoy, Driver Resources, and ZoAn (collectively, "Defendant Firms"). He regularly transacts business in Portland, Oregon through his ownership and control of Defendant Firms and, on information and belief, he resides within this Judicial District. For these reasons, among others, the Court has jurisdiction over Mr. Brazie.

6. At all relevant times, Defendant Brazie has been acting directly or indirectly in the interest of the Defendant Firms in relation to their employees. He operates and controls the Defendant Firms, established the employment structure designed to misclassify the Senvoy Drivers as independent contractors, establishes and enforces the policies that sets the Drivers' wages, hours and working conditions, including the necessary terms in the "Driver Service Agreement" to which all Senvoy Drivers must agree as a condition of employment, and oversees daily operations. Mr. Brazie is, therefore, an employer within the meaning of FLSA section 3(d), 29 U.S.C. § 203(d).

SUBJECT MATTER JURISDICTION AND VENUE

7. The Court has jurisdiction over this action under section 17 of the FLSA, 29 U.S.C. § 217 (injunction proceedings to restrain violations of section 15 of the Act); by 28 U.S.C. § 1331 (federal question); and by 28 U.S.C. § 1345 (United States as plaintiff).

8. Venue lies in the United States District Court for the District of Oregon under 28 U.S.C. § 1391(b) because Defendants reside and/or transact business in Portland, Oregon, within this judicial district, and a substantial part of the acts or omissions giving rise to the claims in this action occurred in this district.

FACTS COMMON TO ALL CLAIMS

I. Defendants Operate as a Single Enterprise Engaged in Commerce and Are Subject to the FLSA.

9. In or about 1999, Defendant Brazie founded Defendant Senvoy. From then through the present, Senvoy has provided delivery services for customers in Oregon, Washington, and Idaho.

10. In 2010, Mr. Brazie founded Defendant Driver Resources, a purported staffing agency. Driver Resources provides Senvoy with individuals to make deliveries (hereinafter, “Drivers”) for Senvoy’s customers. Senvoy is Driver Resources’ sole customer.

11. In 2008, Mr. Brazie founded Defendant ZoAn. ZoAn provides administrative services for Senvoy and Driver Resources. ZoAn’s president is Jennifer Kahut, a former Senvoy employee. Mr. Brazie supervises Ms. Kahut.

12. Defendant Firms are a unified operation and are under common control. Indicia of unified operation or common control include, among other things: Mr. Brazie owning and controlling each of the Defendant Firms; Senvoy, Driver Resources, and ZoAn being located in the same building; and Mr. Brazie and an agent of ZoAn holding signature authority on each of the Defendant Firms’ bank accounts.

13. Based on the foregoing, Defendants’ activities constitute and at all relevant times have constituted related activities performed through unified operation or common control for a

common business purpose, and are and at all relevant times have been an “enterprise” as defined in FLSA section 3(r), 29 U.S.C. § 203(r).

14. Defendants’ enterprise is engaged in commerce or in the production of goods for commerce within the meaning of section 3(s)(1)(A) of the FLSA, 29 U.S.C. § 203(s)(1)(A), because (a) Defendants had employees engaged in commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person; and (b) Defendants had an annual gross volume of sales made or business done of not less than \$500,000.

II. After Being Recruited by Driver Resources and Signing Agreements with Driver Resources and ZoAn, Drivers Make Deliveries for Senvoy Pursuant to Senvoy’s Control and Direction.

15. Driver Resources has recruited Drivers for Senvoy through advertisements in various services, including Craigslist.

16. As a condition of employment with Defendants, in order to drive for Senvoy, Drivers must first sign a “Driver Services Agreement” with Driver Resources. An agent of ZoAn has signed such agreements on Driver Resources’ behalf.

17. As conditions of employment, Drivers must purchase and wear Senvoy-designed uniforms, use Senvoy-approved communication devices, to scan and process packages using Senvoy-identified applications, to apply Senvoy insignia to their vehicles, and to wear and display Senvoy identification.

18. As a condition of employment, Drivers must agree to various restrictions imposed by Senvoy and Driver Resources, including to use their vehicles exclusively for carrying Senvoy cargo while fulfilling their Senvoy-assigned deliveries and not to compete with Senvoy.

19. As a condition of employment, Defendants have required that Drivers engage in uncompensated on-the-job training by riding along with an experienced Driver to observe Defendants' procedures.

20. Drivers have received their delivery assignments from Senvoy through an electronic application that Senvoy administers. For some Drivers, deliveries have originated at a Senvoy warehouse or other Senvoy-designated location at which the Driver retrieves the item to be delivered. For other Drivers, upon receiving instructions from Senvoy, items to be delivered are picked up directly from the customer and delivered directly to another location. Drivers have not had the right to freely decline Senvoy's assignments.

21. While making deliveries, Senvoy employees, including Senvoy managers, directly instruct and monitor the Drivers. Senvoy employees directly communicate with Drivers through electronic means, including through an instant messaging system. Senvoy tracks the Drivers' locations through the electronic application mentioned above.

22. Drivers have been paid a flat rate per assignment that does not vary based on their hours worked. Senvoy ultimately determines the pay rates. On some occasions, Mr. Brazie has determined Drivers' pay rates on Senvoy's behalf.

III. Mr. Brazie Willfully Misclassified Previous Employee-Drivers as Independent Contractors.

23. Drivers have and presently work under an employment structure that Mr. Brazie designed and has maintained.

24. In or about 2009 and on Senvoy's behalf, Mr. Brazie entered into a settlement with the State of Oregon concerning taxes owed, agreeing that delivery service drivers Senvoy used were Senvoy employees. Thereafter, Senvoy purportedly laid off its employee-drivers. In fact, however, Mr. Brazie established Driver Resources and ZoAn, and Drivers were reemployed

to drive for Senvoy after they agreed to sign a “Driver Service Agreement” with Driver Resources.

IV. Defendants Are Co-Employers of the Drivers and Have Willfully Deprived Drivers of Protections under the Fair Labor Standards Act.

25. By virtue of the above, Defendants jointly employ the Drivers within the meaning of the FLSA. Defendants, individually and jointly, serving as agents for one another, controlled the material aspects of the employment relationship with Drivers including, hiring, firing, setting pay rates, setting work schedules, assigning work, and preparing and maintaining pay records.

26. Drivers have worked in excess of 40 hours per week while working for Defendants. However, as noted above, they have been paid a flat rate that does not vary with the hours they work. Drivers have thus not been paid any premium for hours worked in excess of 40 per week.

27. Defendant Brazie designed and maintained an employment structure involving at least three different entities, with each single entity serving the interests of and/or acting as an agent for the others. Through this structure, Defendants actively sought to confuse the Drivers and conceal from them the basic facts concerning their status and rights as employees, including the protections guaranteed by the FLSA.

28. By misclassifying Drivers as independent contractors, Defendants shifted their costs as employers onto them. The resulting costs—the employer’s share of Social Security contributions, workers’ compensation insurance, government compliance fees, among others—constitute illegal deductions from Drivers’ wages that may result in Drivers earning less than the relevant minimum wage.

29. Further, by misclassifying the Drivers as independent contractors, and creating and maintaining multiple firms to jointly employ the workers, Defendants interfered with and

impeded the ability of Drivers, and derivatively the Secretary of Labor, to detect the basic circumstances of Drivers' employment, and discouraging, punishing and coercing them from exercising their rights as employees under the FLSA.

30. The economic realities of the employment relationship between Drivers and Defendants establish that each Defendant is an "employer" within the meaning of FLSA section 3(d), 29 U.S.C. § 203(d), and together served as a team of co-employers. As such, Defendants are jointly and severally liable for all back wages due to their employees for the relevant time period.

CLAIMS FOR RELIEF

FIRST CLAIM

31. Defendants have violated and continue to violate sections 6 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 206 and 215(a)(2), by failing to pay employees at least the federal minimum wage for all hours worked in workweeks when the employees were employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the FLSA. The rates Drivers were paid, when divided by the actual number of hours worked and with the unlawful deductions made based on Defendants' misclassification of Drivers as independent contractors, are insufficient to satisfy the federal minimum wage rate.

32. At all relevant times, and at least since three years before the date of this Complaint, Defendants have willfully violated and continue to violate sections 6 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 206 and 215(a)(2). Defendants knew or should have known of the FLSA's minimum-wage requirements but nevertheless employed, and continue to employ, workers without properly compensating them. Section 17 of the FLSA, 29 U.S.C. § 217, authorizes the Court to enter a judgment that enjoins and restrains this violation, including restraining Defendants from withholding payment of unpaid minimum wage found by the Court

to be due to present and former employees, including the persons named on the attached Exhibit A, as well as any employee whose identity becomes known to the Secretary after the filing of this Complaint.

SECOND CLAIM

33. Defendants have violated and continue to violate sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 207, 215(a)(2), by employing their employees engaged in commerce or in an enterprise engaged in commerce, for workweeks longer than 40 hours without compensating the employees for all their employment in excess of 40 hours in such workweeks at rates not less than one and one-half the regular rates at which they were employed. Specifically, Defendants paid employees flat rates regardless of the number of hours that the employees actually worked and without paying the overtime premium for the hours the employees worked over 40 hours per week.

34. At all relevant times, and at least since three years before the date of this Complaint, Defendants have willfully violated and continue to violate sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2). Defendants knew or should have known of the FLSA's overtime requirements but nevertheless employed, and continue to employ, workers without properly compensating them. Section 17 of the FLSA, 29 U.S.C. § 217, authorizes the Court to enter a judgment that enjoins and restrains this violation, including restraining Defendants from withholding payment of unpaid overtime compensation found by the Court to be due to present and former employees, including the persons named on the attached Exhibit A, as well as any employee whose identity becomes known to the Secretary after the filing of this Complaint.

THIRD CLAIM

35. Defendants have violated and continue to violate sections 11(c) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(c) and 215(a)(5), of §§ 11(c) and 15(a)(5) of the Act, 29 U.S.C. §§ 211(c) and 215(a)(5), by failing to maintain, keep, make available (to the Secretary's agents for inspection, transcription, and/or copying), and preserve accurate records of all employees and of the wages, hours, and other conditions and practices of employment maintained, as prescribed by 29 C.F.R. § 516. Specifically, Defendants misclassified employees as independent contractors and failed to keep and maintain records of the times of day worked by employees, the hours worked each day, the hours worked each week, the hours over 40 worked in a workweek, total wages paid, and employees' contact information. Defendants' records do not accurately show the actual hours of day and hours per week any employee worked, nor are there sufficient records to identify the names of all employees who performed work for Defendants during the time period covered by this Complaint.

36. At all relevant times, and at least since three years before the date of this Complaint, Defendants have willfully violated and continue to violate section 11(c) of the FLSA, 29 U.S.C. § 211(c). Defendants have created and continue to create and maintain inaccurate and incomplete records of employees' hours worked and wages paid, even after being advised that this conduct violates the FLSA.

FOURTH CLAIM

37. Defendants have violated and continue to violate section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3), by depriving, interfering and impeding the ability of Defendants' employees, and derivatively the Secretary of Labor, to detect the basic circumstances of their employment and of their rights as employees under the FLSA, including the right to notify the Secretary of FLSA violations.

38. At all relevant times, and at least since three years before the date of this Complaint, Defendants have willfully violated and continue to violate the above-described provisions of the FLSA during the relevant statutory period.

PRAYER FOR RELIEF

WHEREFORE, cause having been shown, the Secretary prays for a judgment against Defendants as follows:

A. For an order under section 17 of the FLSA, 29 U.S.C. § 217, permanently enjoining and restraining Defendants, their officers, agents, servants, employees, and all persons acting at Defendants' direction from prospectively violating the provisions of the FLSA sections 6, 7, 11(a) and (c), and 15(a)(3) and (a)(5), 29 U.S.C. §§ 206, 207, 211(a) and (c), and 215(a)(3) and (a)(5);

B. For an order under section 16(c) of the FLSA, 29 U.S.C. § 216(c), finding Defendants liable for unpaid minimum wage and overtime compensation found by the Court to be due to Defendants' current and former employees, including the persons listed on the attached Exhibit A, as well as any employee whose identity becomes known to the Secretary after the filing of this Complaint, plus an additional equal amount in liquidated damages;

C. In the event the Court does not award liquidated damages, for an order restraining Defendants under section 17 of the FLSA, 29 USC § 217, from continuing to withhold the payment of any unpaid minimum wage and overtime compensation that may be found by this Court to be due to Defendants' current and former employees, including the persons listed on the attached Exhibit A, as well as any employees whose identity becomes known to the Secretary after the filing of this Complaint, plus pre-judgment interest computed on the unpaid wages due;

D. For an order under section 16(c) of the FLSA, 29 U.S.C. § 216(c), finding Defendants liable for compensatory damages found by the Court to be due to Defendants'

current and former employees, including the persons listed on the attached Exhibit A as a result of Defendants violating section 15(a)(3) of the Act;

E. For an order awarding the Secretary the costs of this action; and

F. For an order providing such further legal and equitable relief as may be deemed appropriate, including equitable tolling of the applicable three-year statute of limitations to redress interference with, or delayed detection of, the violations of the FLSA by the Secretary due to Defendants' actions to confuse their workers as to their status as employees protected by the FLSA and/or to intimidate or coerce them from exercising their rights and status as an employee, creating and maintaining a web of business entities concealing the conditions of employment and the identities of the employers, and failure to maintain complete, accurate or full records as required by sections 11(c) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(c) and 215(a)(5); and

G. For an order granting such other and further relief as may be necessary or appropriate.

Respectfully submitted,

Date: December 8, 2016

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s/ Marc A. Pilotin
MARC A. PILOTIN
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Attorneys for Complainant the Secretary of Labor

EXHIBIT A

1. ABEBE, ABRAHAM
2. ABREGO, DIAN
3. AGUILAR, JORGE
4. AHL, JOSEPH
5. ALASO, AWEIYS
6. ALDRINK, STACEY
7. ALI, ABDINASIR
8. ALSTOCK, ROBERT R
9. ANDREWS, GREG
10. ASFEHA, MESERET
11. AZOUZ, BRAHIM
12. BACALLAO, EDELSA
13. BAGEANT, TERRY
14. BANDA, RUDY
15. BANI MOHAMMAD, BILAL
16. BARNES, RON
17. BELL, NICK
18. BENTLEY, STEPHEN
19. BERG, KYLE
20. BERRY, SEAN
21. BISKUP, OSKAR
22. BLAKE, ANTHONY
23. BLOYED, JESSE
24. BOWN, RAEANNE
25. BOYER, J

26. BRENNEMAN, HOLLI
27. BROWN, MICHAEL
28. BRYAN, MICHAEL JAMES
29. BULARU, BEN
30. BURTON, MICHAEL
31. BUSHMAN, HENRY
32. CAIN, MICHAEL
33. CAMACHO, VICTOR
34. CANFIELD, DANIEL
35. CAREY, GENE
36. CAREY, SHAWN
37. CARMAN, PATRICK
38. CARNEY, JONNI
39. CATHCART, SCOTT
40. CHAN, DAVID
41. CHANDLER, STEVEN
42. CHANDRA, ROMIL
43. CHAVEZ GARCIA, JOSE
44. CHURCHILL, TIMOTHY
45. CLEMENTS, DAVID
46. COBB, JOHNATHAN
47. CONKEY, MICHAEL
48. CONNER, WILLIAM
49. CONTRERAS, ROGER
50. COOK, PETER
51. COSTLEY, CARL
52. CRAWFORD, ANGELA M

- 53. DABSON, EMMANUAL
- 54. DAHL, WOODROW LOUIS
- 55. DAVIS, ROBERT
- 56. DAVISON, ADAM
- 57. DAWSON, DAN
- 58. DEROW, MUSTAFA ISAK
- 59. DIARRA, ABDOULAYE
- 60. DONIHEE, VINCE
- 61. DONNELLY, DAVE
- 62. DORSEY, SCOTT
- 63. DOWNS, GARY
- 64. EISENBERG, SKIP
- 65. ELLISON, JAMES
- 66. EMPIE, RICHARD
- 67. EPSTEIN, DAVID
- 68. FEDERER, TATYANA
- 69. FELISARIO, JASON
- 70. FENWICK, TREVOR
- 71. FERREIRA, GARY
- 72. FISHER, JOSH
- 73. FLAGEL, ROBERT
- 74. FLOYD, BILLY
- 75. FRATTO, CORY
- 76. FRIDAY, WILLIAM
- 77. GELETO, ROBA
- 78. GERSHENSON, EITAN
- 79. GIANNONE, GLENN

80. GODDARD, RICHARD
81. GOLUB, ANDREY
82. GOMEZ, CESAR
83. GONCEAR, JULIAN
84. GORDO VAZQUEZ, JAMIE
85. GORDON, KENNETH
86. GRACE, WALTER
87. GROVE, GARRETT
88. GUEVARA, JOSE
89. GUSTAFSON, NICHOLAS
90. GUTIERREZ, DANIEL
91. GUTIERREZ, JESUS
92. HAKIMI, MOHAMMAD
93. HASANZADA, FAWAD
94. HATNELL, GREGORY M
95. HEINZ, TODD
96. HENDRICKS, JONATHAN
97. HILOWLE, BILAL
98. HOWARD, TERRY
99. HUDSON, MICHAEL
100. HUSSEIN, MOHAMMED
101. IBNELHAJ, ANASS
102. ISRAELYOUSEF, SHALOM
103. JACKSON, MICHAEL
104. JIM, RODNEY
105. JOHNSON, ERIK
106. JOHNSON, JUSTICE

- 107. JOHSTON, JEFF
- 108. JONES, ROBERT
- 109. KANG, ALEXIS
- 110. KASSAI, MIKE
- 111. KELLER, TIM
- 112. KESSLER, BARRY
- 113. KEYMOLEN JR, STEVE P
- 114. KNIPE, KEVIN
- 115. KOLAR, TOMMY
- 116. KRAUSE, JOHN
- 117. KRIBS, JAMES
- 118. KUMAR, MANOJ
- 119. KUSHTAN, VASILY
- 120. LAL, KHISNEEL
- 121. LECLAIR, ROBERT
- 122. LEE ROSKE, RG
- 123. LOBERG, NICHOLAS
- 124. LOVERIDGE, MARY LINDA
- 125. LUX, DEVIN
- 126. MACKALL, DANNY
- 127. MACKEY, JAMES
- 128. MAGALLANES, PERCY
- 129. MAKSMENKO, IGOR
- 130. MATHENY, DARIN EDWARD
- 131. MAXWELL, BENJAMIN
- 132. MCAYNE, GREGG
- 133. MCCUNE, TERN

- 134. MCDONALD, ANNA
- 135. MCKINNEY, AUTUMN
- 136. MCQUOWN, MATT
- 137. MEDINA, BENJAMIN
- 138. MENDOZA, JORGE
- 139. MILLAR, JOHN
- 140. MILLER, ANTHONY
- 141. MILLER, JACOB
- 142. MILLER, KEITH
- 143. MILLER, RICHARD
- 144. MINNIEWEATHER, DWIGHT
- 145. MIROSHNYK, YAKIV
- 146. MOFOKENG, LLEWELLYN
- 147. MOHAMED, MOHAMMED
- 148. MONTGOMERY, JORDAN
- 149. MONTGOMERY, TROY CURTIS
- 150. MORRISON, RONALD
- 151. MUDAY, HASSAN DUAD
- 152. MULLANEY, DAVE
- 153. MULLEN, IRA TOBEY
- 154. NGO, PHONG
- 155. NGUYEN, KHOI
- 156. NIKOLOV, NIKOLAY
- 157. OCONNELL, EARL
- 158. OFODRINWA, EUGENE
- 159. OLLOM, DINA
- 160. ONUFREYCHUK, ANDREY

- 161. OSHISH, ADRESS
- 162. PADARATH, STASTIKA
- 163. PADILLA, SHARON
- 164. PARKS, CHRISTOPHER
- 165. PEREIRA DOS SANTOS, WILLIAM
- 166. PERRYMAN, YANNICK
- 167. PETERSON, EVAN
- 168. PHAM, STEPHEN
- 169. PHELPS, ALAN
- 170. PHOMMAHASAY, SAM
- 171. PILON, MICA
- 172. PINEDA, SALVADOR
- 173. PIPER, MARTHA
- 174. PORTIER-BOGGS, ERIK K
- 175. POTTS, ARTHUR M
- 176. PRINCE, RANDOLPH
- 177. QASSIM, MOHAMEDWALI
- 178. QUESADA, DANIEL
- 179. QUIROZ, MANUEL
- 180. RAGNONE, ERIC
- 181. RDGELL, RODNEY
- 182. RHODES, BORIS
- 183. RICH, TIMOTHY
- 184. RIZO, BILLY
- 185. ROBBINS, DOUGLAS
- 186. ROBERTSON, DARYL
- 187. ROBERTSON, JACOB

188. ROBINSON, JOHN
189. ROBINSON, PATRICK
190. ROCHE, SANDRA
191. RODRIGUEZ, ANGEL
192. ROQUE, MICHAEL ALLEN
193. ROQUE, MICHAEL
194. ROSALES AZAHARES, ALEX
195. ROSSMEISL, JOEL
196. RUSH, PARKER
197. RYKER SR, DOUGLAS DUANE
198. SANDOVAL, JOE
199. SAYID, SALAH
200. SCHINDLER, JOSEPH
201. SCOTT JR, LONNIE
202. SEMORE, LARRY
203. SHANKAR, KARIN
204. SHARMA, ARUNEIL
205. SHCOEN, AUSTIN
206. SIPE, TIMOTHY
207. SMITH, KURT
208. SMITH, RAGUEL
209. SNEGUR, ALEX
210. STARKS, MICHAEL
211. STEWART, LAKIESHA
212. STICKNEY, DARYL
213. STREETER, MIKE
214. STRUBLE, SCOTT A

215. SUTTON, JEREME
216. SWANK, FRED
217. SWIFT, CHARLES
218. THOMAS, ERIC
219. THOMPSON, JANIS
220. TINDALL, MICHAEL
221. TO, JOHN
222. TOOLE, ERIC L
223. TOVEY, SHARON MAE
224. TRUMP, TERRY
225. TUSSE, DURESSA
226. UTERA, THOMAS
227. VAZQUEZ, CARLOS
228. VLASENKO, RUSLAN
229. WAHL, HUGHES E
230. WALIEZER, JORDAN
231. WALZ, JOHN
232. WARNER, NORMAN
233. WASH, GERALD
234. WATSON, ROBERT
235. WEATHERLY, WILLIAM A
236. WESTHEIMER, KIMBERLI
237. WHITLATCH, ANTHONY
238. WILHELM, LINDA
239. WINTERS, DANIEL
240. WRIGHT, JEFF
241. YAVNIY, REUBEN

242. YERYMESKU, ANDRUS

243. ZODROW, MATT

244. ZUMPFT, CHARLES